

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into this 21<sup>st</sup> day of JULY, 2018, between 33 Londonderry Road, LLC ("Condemnee") and the State of New Hampshire, Department of Transportation, ("the Department"). 33 Londonderry Road, LLC and the Department are collectively referred to as the "Parties."

1. The Department filed a Declaration of Taking on November 23, 2016 relating to property located at 33 Londonderry Road, Londonderry, New Hampshire and owned by the condemnee. As fully described in the Declaration of Taking, the Department has acquired the following property rights of the condemnee:

- a. Fee taking of 0.27 acres, more or less;
- b. Permanent Drainage Easement of 3,800 square feet

2. The Department has deposited \$20,000.00 with the New Hampshire Board of Tax and Land Appeals as compensation for these property rights;

3. The New Hampshire Board of Tax and Land Appeals scheduled this matter for a hearing to determine whether the deposit paid by the Department represents just compensation for the property rights taken;

4. The Parties wish to avoid the time, expense and uncertainty of this hearing and have agreed to a full resolution of this matter.

5. In consideration of payment by the Department of a total amount of \$100,000.00 to 33 Londonderry Road, LLC, which includes the prior deposit of \$20,000.00 with the New Hampshire Board of Tax and Land Appeals, the condemnee agrees that this payment constitutes the full amount to resolve this matter and waives its right to a just compensation hearing. The condemnee releases any claim it may have against the Department or any other entity relating to

the acquisition of the property rights described in paragraph 1 of the Agreement, including any claims for additional compensation for these property rights. The condemnee acknowledges this settlement and release agreement is to buy peace from future controversy.

6. The condemnee represents that prior to signing this Agreement they read it, understood its terms and conditions, had the opportunity to confer with legal counsel, and voluntarily signed the Agreement.

7. This Agreement shall be governed by and interpreted according to the laws of the State of New Hampshire.

8. In the event any provision or a portion of a provision of this Agreement is found to be unenforceable, that portion of the provision shall be stricken and the remaining portion and provisions of this Agreement shall be enforceable.

Date: 07/21/2018

33 LONDONDERRY ROAD, LLC

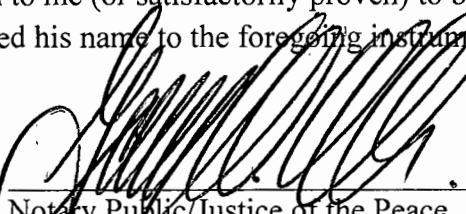
Louise E. Von Damm

By: Louise E. Von Damm  
(Print Name)

Its: Manager  
(Title)

STATE OF NEW YORK  
COUNTY OF QUEENS

On this 21<sup>st</sup> day of JULY, 2018, before me, the undersigned officer, appeared LOUISE E. VON DAMM known to me (or satisfactorily proven) to be the person whose name appears above, and he subscribed his name to the foregoing instrument.

  
Notary Public/Justice of the Peace

My Commission Expires: 03/30/2019

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**GARY W WEEKS**  
Notary Public, State of New York  
No. 02WE4794817  
Qualified in Queens County  
Commission Expires March 30, 2019